

General Terms and Conditions of Purchase (GTCP) of SCHOLZ & FRIENDS Digital Media GmbH for providers of online and offline advertising space.

1. General information

- 1.1.** SCHOLZ & FRIENDS Digital Media GmbH is an online media agency.
- 1.2.** The GTCP of SCHOLZ & FRIENDS Digital Media GmbH valid at the time of conclusion of the contract shall apply. The GTCP shall apply even if SCHOLZ & FRIENDS Digital Media GmbH does not expressly refer to them and also for all further business relationships of the same kind between the offerer and SCHOLZ & FRIENDS Digital Media GmbH, unless expressly agreed otherwise in writing.
- 1.3.** These GTCP and any individual contractual agreements made with the customer shall apply exclusively; any general terms and conditions of the provider that conflict with or deviate from these GTCP shall not apply unless SCHOLZ & FRIENDS Digital Media GmbH has expressly agreed to them in writing. Acceptance of services from the provider or payment for them does not constitute consent to the validity of the provider's General Terms and Conditions, even if, according to these, acceptance of the application is intended as unconditional recognition of the General Terms and Conditions or SCHOLZ & FRIENDS Digital Media GmbH pays after being informed by the provider of the validity of its General Terms and Conditions.

2. Formation of contracts

- 2.1.** A contract between SCHOLZ & FRIENDS Digital Media GmbH and the provider is generally preceded by a booking request from SCHOLZ & FRIENDS Digital Media GmbH. However, SCHOLZ & FRIENDS Digital Media GmbH is also entitled to make a booking directly with the provider. The booking request or booking can be made in writing- or by e-mail and contains the following information:
 - 2.1.1. Type and scope of advertising space,
 - 2.1.2. format and size of the advertising material,
 - 2.1.3. booking period,
 - 2.1.4. remuneration (including all price-relevant components, excluding VAT).
- 2.2.** The contract is concluded by confirmation in writing ("booking confirmation")-or by e-mail by the provider. The booking confirmation must be made without delay, i.e. within 2 working days (calendar days, excluding Saturdays, Sundays and national holidays). In the event of late confirmation by the provider, SCHOLZ & FRIENDS Digital Media shall no longer be bound by its booking request or booking. The late confirmation shall be deemed a new offer. Clause 2.3 sentence 2 below shall apply accordingly.
- 2.3.** If the booking confirmation is issued with changed details, this shall be deemed a new offer. The bidder must inform SCHOLZ & FRIENDS Digital Media GmbH of any changes to the details. This shall only be deemed to have been accepted if SCHOLZ & FRIENDS Digital Media GmbH has expressly agreed to this new offer in writing- or by e-mail.

3. Use of booked advertising space

- 3.1.** SCHOLZ & FRIENDS Digital Media GmbH shall provide the advertiser with the data required for the placement of the advertising material (in particular advertising motifs, redirects and website tags). The data shall be provided in electronic form. The provider shall provide the appropriate technical equipment and facilities for the delivery.
- 3.2.** The advertiser guarantees that the advertising spaces allow all types of common tags (e.g. rich media tags and other ad serving tags). He guarantees that he has the necessary rights with regard to the advertising space booked.
- 3.3.** SCHOLZ & FRIENDS Digital Media GmbH is free to decide which advertising motifs are to be placed under the advertising space. SCHOLZ & FRIENDS Digital Media GmbH is not obliged to use a booked advertising space for a specific advertising motif. In particular, SCHOLZ & FRIENDS Digital Media GmbH has the right to exchange advertising motifs during a booking period.



3.4. The advertiser shall check the data required and transmitted for the placement of the advertising material without delay, in any case within 3 working days of it being made available. The advertiser shall notify SCHOLZ & FRIENDS Digital Media GmbH by e-mail without delay of any technical problems that might prevent the data from being used. As far as possible, SCHOLZ & FRIENDS Digital Media GmbH will rectify any technical problems immediately and make the data available to the provider in a corrected version. If it is not possible for SCHOLZ & FRIENDS Digital Media GmbH to rectify the technical problems and provide the provider with the corrected version of the data, SCHOLZ & FRIENDS Digital Media GmbH shall be entitled to withdraw from the contract immediately. Data exchanged prior to the declaration of withdrawal must be returned to SCHOLZ & FRIENDS Digital Media GmbH immediately and deleted by the provider.

3.5. The provider is not authorized to change the data made available to him.

3.6. Any modification or misuse of the tags by the provider is prohibited.

4. Posting of the advertising material by the provider

4.1. The provider shall ensure that the advertising material is not placed on websites in connection with the following content:

- 4.1.1. erotica and similar relevant articles (contraceptives, etc.)
- 4.1.2. depictions that advertise with the naked human body or establish a relationship between products and erotic symbols
- 4.1.3. national socialist or inciting literature, emblems and the like
- 4.1.4. content/portrayals that glorify war and violence
- 4.1.5. cosmetic articles and products that contain or intend to deceive the consumer
- 4.1.6. content/representations whose publication by the operator could violate fair competition
- 4.1.7. content/representations that are likely to offend the religious feelings of users
- 4.1.8. content/representations of political parties for the purpose of election campaign advertising
- 4.1.9. content/portrayals of political extremism
- 4.1.10. content/presentations on the subject of gambling. It is also prohibited for websites with such content to be accessible via the website as intended (e.g. via hyperlinks) on which the advertising material is placed.

4.2. Advertising material may only be placed on websites that were part of a provider's portfolio at the time the contract was concluded.

4.3. A maximum of 10% of the agreed quotas may be placed on community platforms and online gaming platforms, unless otherwise agreed in writing. The prohibitions under section 4.1 remain unaffected.

4.4. It is not permitted to display the advertising material via

- 4.4.1. technically generated impressions and/or clicks
- 4.4.2. incentivized impressions and/or clicks
- 4.4.3. AdBlock Traffic.

4.5. Unless otherwise contractually agreed, the display of advertising material on mobile devices is not permitted. The only exception is for mobile devices which, due to their screen size (tablets and notebooks) and browser settings, display the website in the normal view (i.e. not in the mobile version) in an appropriate size (i.e. in terms of color, legible text size, perceptibility of the display as a whole, etc.). The minimum size for the display in this case is eight inches.

4.6. The provider is obliged to include the tags provided by SCHOLZ & FRIENDS Digital Media GmbH on the agreed advertising spaces, with which the URL of the advertising space can be tracked. SCHOLZ & FRIENDS Digital Media GmbH may use these URLs to check the contractual placement and insertion of the advertising material or to have it checked by third parties.

4.7. Unless expressly agreed otherwise, the provider must use geo-targeting to ensure that the advertising is only displayed to the addressee with an Internet address in Germany. The provider must also ensure that the advertising is displayed evenly per day, placement and format over the booked period.

4.8. In the case of CPM bookings (thousand-contact price bookings), the advertising media must be placed on a website in such a way that they are visible to the user at first glance without the user having to scroll (above the fold), unless otherwise contractually agreed in writing.



4.9. The provider guarantees that the contractually agreed placement of the advertising material does not conflict with any third-party property rights. He guarantees that the advertising spaces and their use for the advertising material of SCHOLZ & FRIENDS Digital Media GmbH do not violate the applicable legal system.

5. Further cooperation obligations of the provider

5.1. The provider is obliged to provide truthful and complete information. Should there be any changes - for whatever reason - the provider is obliged to correct the relevant information vis-à-vis SCHOLZ & FRIENDS Digital Media GmbH without delay. The notification must be made at least in text form (e-mail).

5.2. The provider is obliged to inform SCHOLZ & FRIENDS Digital Media GmbH immediately by e-mail if a booked advertising space changes in such a way that the contractual use may be impaired.

5.3. The provider is obliged to provide SCHOLZ & FRIENDS Digital Media GmbH with a telephone number or e-mail address at which it can be reached at weekends in urgent cases.

5.4. The provider is obliged within its sphere of control to ensure that changes or misuse cannot be made by third parties. Misuse is to be assumed in particular if tags are placed on advertising spaces that may not be used in accordance with the contract and these GTCP.

6. Consequences of violations by the provider and contractual penalty

6.1. SCHOLZ & FRIENDS Digital Media GmbH is entitled to block advertising material that the provider has placed contrary to the provisions of these GTCP at the provider's expense and/or have it blocked by third parties.

6.2. If the provider does not fulfill its obligations with regard to the required cooperation in accordance with Section 5 and the requirements for placement in accordance with the contract, SCHOLZ & FRIENDS Digital Media GmbH shall not be obliged to pay the remuneration with regard to the advertising media affected by this.

6.3. The provider must remove the advertising material placed and/or displayed in breach of contract without delay, but at the latest within three hours of receipt of a corresponding notification from SCHOLZ & FRIENDS Digital Media GmbH. Access means the possibility of knowledge, i.e. the time at which a corresponding notification from SCHOLZ & FRIENDS Digital Media GmbH is received on the provider's server, for example by e-mail.

6.4. All advertising contacts generated contrary to the provisions in sections 3.5, 3.6, 4.1 to 4.7 and 5.4 shall not be taken into account when calculating the remuneration.

6.5. The provider shall be obliged to pay SCHOLZ & FRIENDS Digital Media GmbH a contractual penalty of up to 5% of the net order amount for each case of culpable infringement of the provisions set out in sections 3.5, 3.6, 4.1 to 4.9 and 5 above (the amount shall be determined by SCHOLZ & FRIENDS Digital Media GmbH at its reasonable discretion (§ 315 BGB) without SCHOLZ & FRIENDS Digital Media GmbH having to provide specific proof of damage). The assertion of further claims for damages or other claims by SCHOLZ & FRIENDS Digital Media GmbH shall remain unaffected. The provider reserves the right to provide proof that SCHOLZ & FRIENDS Digital Media GmbH has incurred no or less damage. The contractual penalty shall be offset against any further claims for damages.

7. Booking periods

7.1. Unless otherwise agreed, the contracting parties have agreed fixed booking periods in which a start and end date are specified. The provider may neither begin its service before the agreed start date nor continue it after the agreed end date. If the agreed start date cannot be met by the provider, the provider must notify SCHOLZ & FRIENDS Digital Media GmbH immediately in writing and - unless SCHOLZ & FRIENDS Digital Media GmbH decides otherwise - make up for the start date as soon as possible.

7.2. If SCHOLZ & FRIENDS Digital Media GmbH does not deliver the required data in good time and in the required quality, the following shall apply:

7.2.1. In principle, in the case of agreed quotas for advertising contacts or other events relevant to remuneration, the volume shall be reduced in accordance with the shorter duration of the booking period actually used by SCHOLZ & FRIENDS Digital Media.



7.2.2. The provider can only demand compensation if and insofar as 7.2.2.1. the provider has demonstrably not accepted orders from third parties due to the booking by SCHOLZ & FRIENDS Digital Media GmbH and 7.2.2.2. the provider can demonstrably not use the advertising space for other orders from third parties during the period of non-use by SCHOLZ & FRIENDS Digital Media GmbH despite serious efforts to do so. The maximum amount of compensation shall be limited to the amount that SCHOLZ & FRIENDS Digital Media GmbH would have had to pay as remuneration if the necessary data had been provided in good time. Possible claims for compensation shall become time-barred within six months of the provider becoming aware of them. The provider shall not be entitled to any further claims.

8. Advertising contacts relevant to remuneration

- 8.1.** Only advertising contacts for which the provider complies with the requirements specified in the booking or booking request (e.g. geo-targeting, device, etc.) are eligible for remuneration.
- 8.2.** Unless otherwise agreed in writing, only one remuneration-relevant event per internet user within 24 hours is taken into account for CPMs.
- 8.3.** Unless expressly agreed otherwise in writing, the provider has no separate claim to remuneration if it places and/or displays advertising material in excess of the agreed quotas and/or achieves clicks by internet users.

9. Monitoring and Reporting

The provider is obliged to record which advertising materials on which advertising space were displayed to internet users and, if necessary, clicked on. The provider is obliged to submit a weekly monitoring and reporting report to SCHOLZ & FRIENDS Digital Media.

10. Prices/remuneration

- 10.1.** *The prices and remuneration rates agreed upon during the booking, including all price-relevant factors, are unchangeable unless a mutually confirmed written deviation is agreed upon. They are exclusive of statutory VAT.*
- 10.2.** *If a reduction in the scope of services (=downsell) is agreed during the course of the campaign or after conclusion of the contract, the total price is reduced. This is based on the price defined in the booking. If the price basis is doubtful, the price will be reduced by the same percentage as the scope of services has been reduced. The same applies if, after conclusion of the contract, the scope of services is increased quantitatively due to a mutual written agreement (=upsell).*
- 10.3.** The remuneration is due after the expiry of the booking period contractually agreed in the booking confirmation, even if it is a variable one. Invoicing may only take place after this booking period has expired.
- 10.4.** The contractually agreed remuneration is due for payment 30 days after receipt of a proper invoice by SCHOLZ & FRIENDS Digital Media GmbH. The invoice can also be sent in electronic form to: invoice-s-f@piamedia.com
- 10.5.** Unless otherwise agreed between the contracting parties, the provider grants a 3% discount if payment is made within 10 days of receipt of the invoice.

11. Liability

- 11.1.** If the provider violates his contractual obligations and/or does not comply with guarantees, he must compensate SCHOLZ & FRIENDS Digital Media GmbH for the resulting damage; to sections 6.5. is referred. In particular, the provider must indemnify SCHOLZ & FRIENDS Digital Media GmbH from all claims asserted by third parties. The costs of appropriate legal defense must be reimbursed in full by the provider.
- 11.2.** SCHOLZ & FRIENDS Digital Media GmbH can demand that the provider join a legal dispute on the side of SCHOLZ & FRIENDS Digital Media GmbH if a third party claims circumstances that could also mean a breach of the provider's contractual obligations.



12. Contract term and termination

12.1. The term of contracts depends on the contractually agreed booking period.

12.2. SCHOLZ & FRIENDS Digital Media is entitled to cancel individual components of the booking with one working day's notice (right of cancellation) provided there are objective reasons for this (in particular a corresponding demand from the end customer, poor performance, etc.), which must be explained to the provider. The provider is entitled to bill for his services up to the date on which the termination takes effect.

12.3. Both contracting parties are entitled to terminate the contract without notice if there is good cause. An important reason that entitles SCHOLZ & FRIENDS Digital Media GmbH to terminate without notice exists in particular in the following cases:

12.3.1. The contractually agreed advertising spaces were changed in such a way that the contractual placement of the advertising materials was impaired;

12.3.2. The provider has changed the data provided to him without the consent of SCHOLZ & FRIENDS Digital Media GmbH;

12.3.3. The provider has placed advertising materials contrary to the provisions of Section 4;

12.3.4. Any behavior on the part of the provider that does not correspond to the principles of good faith will seriously jeopardize existing contractual relationships between SCHOLZ & FRIENDS Digital Media and its contractual partners;

12.3.5. The provider does not fulfill a contractual obligation within a reasonable period of time despite a warning from SCHOLZ & FRIENDS Digital Media GmbH;

12.3.6. For SCHOLZ & FRIENDS Digital Media GmbH, it is no longer reasonable to adhere to the contract for any other reason relating to the provider, taking into account the circumstances of the individual case and the interests of both parties, for example because there are circumstances relating to the provider which give rise to fear that he can no longer permanently fulfill his obligations under the contract. Exercising the extraordinary right of termination does not exclude further claims for damages and/or statutory rights of withdrawal.

12.4. Any termination must be made in writing or by e-mail to be effective.

13. Confidentiality and data protection

13.1. The provider is obliged to treat all contract-relevant content confidentially and to only evaluate and use it within the scope of the orders placed by SCHOLZ & FRIENDS Digital Media GmbH. This obligation also applies after termination of the respective contractual agreement. In particular, the provider undertakes to

13.1.1. only make the information provided to him available to employees who are necessary to fulfill the contract;

13.1.2. return the documents provided to him immediately, free of charge and in full, to SCHOLZ & FRIENDS Digital Media GmbH upon first request and/or after termination of the contractual relationship;

13.1.3. not to mention this business relationship directly or indirectly to third parties without the express written consent of SCHOLZ & FRIENDS Digital Media GmbH. Third parties include, in particular, the customers of SCHOLZ & FRIENDS Digital Media GmbH.

13.2. Notwithstanding the foregoing, each party is entitled to disclose confidential information of the other party without consent if required

13.2.1. required to do so by a court or public authority or other public body as required by law;

13.2.2. required by mandatory law;

13.2.3. this is made to the employees or those consultants of a contracting party who are professionally obliged to maintain confidentiality. Disclosure must be limited to what is necessary in the specific case.

13.3. The provider will comply with the legal provisions regarding the employees' obligations to data secrecy in accordance with § 5 BDSG and telecommunications secrecy in accordance with § 88 TKG as well as the technical and organizational measures in accordance with § 9 BDSG. An obligation required by data protection law for the employees employed by the provider to maintain data secrecy must be made before they begin their work for the first time. If personal data is processed in accordance with § 11 BDSG (order data processing), the contracting parties must conclude a separate agreement (order data processing contract).



- 13.4.** If the provider receives certain, anonymized and/or pseudonymized data about the end user when booking online advertising space (e.g. IP addresses, user IDs, user profiles, etc.), the provider guarantees that this data will only be used for the specific campaign for which this data was made available. In particular, the provider undertakes not to use the data for any other campaign or for other customers and/or contractual partners of the provider. The provider undertakes not to pass on the data to third parties.
- 13.5.** Advertising, press or other publications in which the business relationship between the contracting parties is communicated must be submitted to the other contracting party for prior agreement. Publication may only take place with mutual agreement. Any approval granted can be revoked in writing with future effect.
- 13.6.** For each case of culpable violation of the provisions of this Section 13, the provider is obliged to pay SCHOLZ & FRIENDS Digital Media GmbH a contractual penalty, which is to be determined by SCHOLZ & FRIENDS Digital Media GmbH at its reasonable discretion and can be reviewed by the competent court in the event of a dispute.

14. Final provisions

- 14.1.** SCHOLZ & FRIENDS Digital Media GmbH is entitled to transfer and assign all rights and obligations from the contract to a company affiliated with SCHOLZ & FRIENDS Digital Media GmbH within the meaning of §§ 15 ff. AktG. In all other cases, neither party is entitled to transfer this contract or individual rights and obligations from it to a third party without the written consent of the other party.
- 14.2.** The provider can only offset claims from SCHOLZ & FRIENDS Digital Media GmbH with undisputed or legally established claims. The provider can only assert a right of retention if the respective claims are based on the same contractual relationship.
- 14.3.** The contract is subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 14.4.** The exclusive place of jurisdiction for all legal disputes between the contracting parties arising from or in connection with this contract is Hamburg.
- 14.5.** Changes to these GTCP must be made in writing. This also applies to the cancellation of the written form itself. The priority of an individual agreement (§ 305 b BGB) remains unaffected.

September 2024

